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CONTRACT OF SALE OF REAL PROPERTY

THIS AGREEMENT, made and entered into this 13th day of October, 1958 by and between Lulu Belle Winters, as administratrix of the Estate of Joseph A. McKee, deceased, as party of the first part, hereinafter referred to as the Seller, and Clarence O. Ensley and Alma A. Ensley, husband and wife, as parties of the second part, hereinafter referred to as the Purchasers, WITNESSETH:

The Seller hereby agrees to sell, and the Purchasers hereby agree to purchase all the following described real property situate in Skamania County, Washington, to-wit:

Commencing at the Northeast corner of Lot 2, Stevenson Park Addition according to the official plat thereof on file and of record in the office of the Auditor of Skamania County; thence West 400 feet; thence South 150 feet to the South line of said Lot 2; thence East along the South line of said Lot 2 to the Southeast corner of said Lot 2; thence Northwesterly along the East line of said Lot 2 to the place of beginning.

W.B. *Also all personal property on property*
The purchase price of the said real property is the sum of

\$5000.00, of which the sum of \$550.00 has been paid, receipt whereof is hereby acknowledged, leaving a balance of \$4450.00 to be paid in the following manner: \$50.00 on the 5th day of November, 1958, and a like amount on the 5th day of each and every month thereafter, until the whole sum is paid in full. The unpaid balance shall bear interest beginning as of October 5th, 1958, at the rate of 6% per annum, and the above mentioned payments shall be applied first upon the interest and the balance upon the principal. The Purchasers shall have the right to make additional payments upon this contract at any time.

The Purchasers shall be entitled to possession of the premises forthwith, and any loss or destruction of the premises after the date hereof shall not relieve them of their obligation to pay the full purchase price.

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The Purchasers agree to pay their pro rata share of the 1958 real property taxes and all other taxes and assessments hereafter assessed or levied against said real property promptly before the same become delinquent.

The Purchasers agree not to permit, suffer or allow strip or waste of the premises and to maintain the property in its present condition, subject only to reasonable wear and tear and damage by the elements.

The Purchasers acknowledge that they have made full inspection of the premises and that they are entirely familiar with the condition of the same, and that there are no warranties or representations on the part of the Seller with respect thereto, either express or implied, except as specifically set forth herein.

The Purchasers agree to keep the improvements upon said property insured against loss by fire to the full insurable value thereof, or in an amount equal to the unpaid balance hereon, with a fire insurance company suitable to the Seller, with loss, if any, payable to the Seller as her interest may appear, and the original copy of said fire insurance policy shall be left in the possession of the escrow agent hereinafter mentioned.

Within a reasonable time after the execution of this agreement, but not to exceed thirty days, the Seller agrees to provide the Purchasers with a title insurance policy showing an insurable title of record in the Purchasers, subject only to the contract right of the Seller, said policy being what is known as a "purchasers' policy".

At such time as the Purchasers have complied with all the terms and conditions hereof, including full payment of the purchase price, the Seller agrees to convey said property to the Purchasers by good and sufficient warranty deed, with the necessary documentary stamps thereto

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affixed, said deed to be subject only to liens or encumbrances, if any, suffered or permitted by or through the Purchasers after the date of this agreement.

This contract, together with a copy of the fire insurance policy and the warranty deed, shall be placed in escrow at the Bank of Stevenson, Stevenson, Washington. The initial escrow charges shall be borne by the Purchasers. The escrow agent shall be instructed to make remittances to the Seller in accordance with instructions to be given by the Seller, and in the absence of such instructions, to deposit payments to the Seller's account in said bank. The charges of the escrow agent for remittances shall be borne by the Seller. The escrow agent shall be further instructed, in the event of the failure of the Purchasers to make payments in accordance with this agreement, and upon being satisfied that the ten days notice of forfeiture has been given in accordance with the provisions of this contract, to deliver all papers and documents placed in escrow to the Seller on request. The escrow agent shall be further instructed that if the Purchasers comply with all terms and conditions of this contract to deliver the warranty deed to the Purchasers at said time and to deduct from the last payment made on this contract sufficient to purchase the necessary documentary stamps to be affixed to said deed.

Time and exact performance are of the essence of this agreement, and in the event of the failure of the Purchasers to make any payment or keep any covenant herein provided for, if said default continues for more than ten days after notice in writing is given the Purchasers at the address of the premises herein described or to such other address as the Purchasers may hereafter designate in writing, this contract may be forfeited and terminated at the option of the Seller, and she may immediately reenter and repossess the premises, retaining all parts of the purchase price paid as

compensation for the use of the premises and as liquidated damages for the breach of this agreement. No waiver by the Seller of any default on the part of the Purchasers shall be construed as a waiver of any subsequent default.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands this date first above written.

Approved by
Nov 3 1958
Joseph A. McKee, Jr.

Lulu Belle Winters
As Administratrix of the Estate of
Joseph A. McKee, deceased.
Seller.

Clarence A. Easley
Alma A. Easley
Purchasers.

STATE OF WASHINGTON)
: ss.
County of Clark)

On this day before me personally appeared Lulu Belle Winters, administratrix of the Estate of Joseph A. McKee, deceased, to me known to be the same person named in and who executed the foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal this 13 day of October, 1958.

Waltball
Notary Public for Washington,
residing at Vancouver, therein.

Ned Hall, Attorney at Law,
217 Adams Bldg., 1105 Broadway
Vancouver, Washington.

No. 2576
TRANSACTION EXCISE TAX
NOV. 6 1958
Amount Paid \$50.00
Mabel A. Peter
Skamania County Treasurer